



**REGIONAL DISTRICT  
of Fraser-Fort George**

**1967-2017** 50 years of  
building strong communities

**INVITATION TO TENDER CS-17-05**

**CHAIN LINK FENCE  
SUPPLY AND INSTALLATION  
BEAR LAKE COMMUNITY HALL PROPERTY**



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## 1.2 Mandatory Site Meeting

**The meeting is scheduled to start promptly at 1:00 p.m. on Wednesday, May 17, 2017 at the Bear Lake Community Hall, 461-477 Hart Lake Road, Bear Lake, B.C. (the "Site") Tender submissions from tenderers who did not attend the mandatory site meeting will not be considered.**

The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to the ITT. The purpose of this meeting is for tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, view the Site, to determine specifications and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their tender submission.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding an additional site meeting or providing individuals access to the Site.

## 1.3 Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer will complete and sign the Acknowledgement Letter, and either mail, or deliver a hard copy to the Regional District at 155 George St., Prince George, B.C. V2L 1P8, or email the signed Acknowledgement Letter to the Project Manager, at [mburmaster@rdffg.bc.ca](mailto:mburmaster@rdffg.bc.ca).

A tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a tender.

**Any tenderer who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and may be disqualified.**

## 1.4 Closing Date and Opening of Tenders

Sealed tenders will be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, 3<sup>rd</sup> Floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Tuesday, May 30, 2017. Tenders will be opened in public at 2:15 p.m. on Tuesday, May 30, 2017, at the Regional District Office.

## 1.5 Tender Submissions

Tenderers will complete pages 14 through 18 and submit three (3) copies of these pages, together with a start to completion work plan, in a **sealed envelope**. The following information **must be written on the outside of the sealed envelope containing the tender submission, as well as the outside of the courier envelope (if sending by courier)** :

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. INVITATION TO TENDER CS-17-05  
CHAIN LINK FENCE SUPPLY AND INSTALLATION, BEAR LAKE COMMUNITY HALL PROPERTY
3. Responding Tenderer's name and address.

Tenders submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted.

**Tenders not submitted in strict accordance with these instructions or not complying with the requirements in this ITT may be rejected.**

**The Regional District will not be responsible for any costs incurred by tenderers as a result of the preparation or submission of a tender pertaining to this ITT.** The accuracy and completeness of the tender is the tenderer's responsibility. Should errors be discovered, they will be corrected by the tenderer at their expense.

Any tender received after the closing date and time (Tuesday, May 30, 2017 @ 2:00 p.m.) will be considered disqualified and will be returned unopened to the tenderer.

#### 1.6 Regional District's Right to Reject Tender

The Regional District reserves the right, in its sole discretion, to waive informalities in tenders, reject any and all tenders, or accept the tender deemed most favourable in the interests of the Regional District. The lowest, or any tender, will not necessarily be awarded.

If a tender contains a defect, or fails in some way to comply with the requirements of this ITT, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the tender.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the tenderer, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a tender submitted by a tenderer who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting a tender, the tenderer confirms that clauses a) and b) above are not applicable.

The Regional District reserves the right to reject any tender submitted by a tenderer who is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

#### 1.7 Claim for Compensation

No tenderer shall have any claim for compensation of any kind whatsoever as a result of participating in this ITT.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a tender, a tenderer agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the tenderer in preparing their tender for matters relating to this ITT or in respect of the competitive tender process, and the tenderer, by submitting a tender, waives any claim for loss of profits if a contract is not entered into with the tenderer.

#### 1.8 Proof of Ability

Tenderers will be competent and capable of performing the work as described as detailed in Appendix B – Scope of Work. The tenderer may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

## 1.9 Sub-Contractors

The List of Sub-Contractors is to be completed by the tenderer and will form part of the contract documents. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

## 1.10 Discrepancies or Omissions

Tenderers finding discrepancies, errors, or omissions in this ITT, or requiring clarification on the meaning or intent of any part therein, should immediately request, in written form, either by mail, or email, clarification from the Project Manager. Upon receipt of the written request for clarification, the Project Manager will send written instructions or explanations to all tenderers registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions, will be done at the tenderer's risk.

NOTE: the last day clarification and inquiries may be made is Thursday May 26, 2017 in order that addendum(s), if necessary, are issued in time for all tenderers to complete their submission and have it delivered prior to the closing time and date of the ITT. After May 26, 2017, should changes be necessary to the work of this ITT, they will be addressed through Section 9 PAYMENT, clause 4.

## 1.11 Location of Site

The Bear Lake Community Hall property is located at 461-477 Hart Lake Road, Bear Lake, B.C.

## 2.0 **TENDER FORMAT**

Tenderers are asked to respond in a similar manner and submit **three (3) complete copies** of their tender. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in tenders and to ensure each tender receives full and complete consideration.

a) Tenderers will complete pages 13 through 17:

- Tender Form: to be completed, signed, and witnessed.
- List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor.
- Tenderer's Experience in Similar Work: a minimum of three (3) references are required, to include a brief description of projects similar in size and scope to this ITT, together with the corresponding contact names and phone numbers for reference checks.
- Schedule of Prices: to include: **Price per metre of fencing; Total Project Price; Taxes Payable; Total Contract Price; GST Tax Registration Number; WorkSafeBC Registration Number; Work Completion Date; tenderer's name; address; telephone number; email address; and signature of the authorized person.**

b) A Start to Completion Workplan: to include start of construction, milestones and completion dates.

c) Additional information that the tenderer may choose to provide.

d) **All amendments and addenda, if any, issued for this ITT. Each amendment and addenda must be signed by the tenderer and included with the tender and will form part of the tender documents.**

### 3.0 TENDER EVALUATION

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract (the "Contract"). Tenders should be clear, concise, and complete.

The following Tender evaluation methodology will be used by the committee to evaluate the tenders received:

a) Compliance with ITT requirements	<b>5%</b>
b) Project management experience, length and quality of experience of the tenderer in doing similar work	<b>20%</b>
c) Acceptability of reference checks conducted by the Regional District	<b>10%</b>
d) Start to Completion Workplan and acceptable schedule	<b>5%</b>
e) Price	<b><u>60%</u></b>
<b>TOTAL 100%</b>	

Where tender prices are the same, the Regional District will consider the tenderer's experience in similar work beyond the minimum standards established in this ITT.

Throughout the evaluation process, the Regional District, at its sole discretion, may request additional written clarification and/or supplemental information from selected tenderers as part of the evaluation process.

### 4.0 CONTRACT

#### 4.1 Form of Contract

The form of contract will be similar to the sample contract in Appendix A and will include this ITT, Instructions to Tenderers, Tender Form, List of Sub-Contractors, Tenderer's Experience in Similar Work, Schedule of Prices, Start to Completion Workplan, information provided by the tenderer, and all appendices, amendments, and addenda.

#### 4.2 Examination of Contract Documents

The contractor will satisfy themselves as to the practicability of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their tender by inquiry, measurement, calculation and inspection of the Site.

All measurements within this tender document are approximate. The contractor will be responsible for any final measurements required for the purpose of preparing a bid.

The contractor will be deemed to have satisfied themselves as to the sufficiency of the tender for the work and the Total Contract Price stated in the Schedule of Prices. The Total Contract Price will cover all the contractor's obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment, transportation, materials, supervision, services, taxes and assessments, together with the contractor's overhead and profit, except where otherwise provided for in the Contract.

#### 4.3 Award of Contract

The Contract is expected to be awarded no later than Thursday, June 15, 2017. All tenderers will be advised, in writing, as to the awarding of the Contract.

The Regional District may, in its sole discretion, delay the date of awarding the Contract if deemed appropriate by the Regional District. The tenderer awarded the Contract (the "Contractor"), will have seven (7) calendar days to provide the required insurance certificate under Section 10.0 and proof of WorksafeBC coverage in Section 12.0 upon notification that the Regional District has accepted its tender.

## **5.0 START TO COMPLETION WORKPLAN**

As specified in Section 2.0, the tender submission will include a Start to Completion Workplan. At a minimum, the work is to be completed by July 31, 2017. At the discretion of the Regional District, the Contract completion date may be extended.

## **6.0 WARRANTY**

The Contractor shall provide a one-year warranty on the product and against defects on all work completed. The one-year warranty period will begin on the project completion.

## **7.0 CONTRACT PRICE**

The Schedule of Prices must be completed and included in the tender submission. All prices for the work shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price, but are to be listed separately from the Total Contract Price. The Total Contract Price must be open for acceptance for sixty (60) days from the time of tender opening, unless otherwise stated by the Regional District.

## **8.0 PAYMENT**

1. Following completion of the work, the Regional District will pay for the work completed to the Regional District's satisfaction, by the thirtieth (30<sup>th</sup>) day of the month following that for which payment is required on receipt of an invoice from the Contractor.
2. The Regional District will inspect the work before making payment.
3. The Regional District may withhold 10% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:
  - a) the work has been completed to the satisfaction of the Regional District; and
  - b) the Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the Contract term.
4. The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Contractor will proceed with the work as changed and the work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Total Contract Price, the Total Contract Price amount will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Total Contract Price will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

5. No payment will be made for materials supplied by the Regional District.



## 9.0 LICENSES AND PERMITS

The Contractor shall, at their expense, obtain all licenses, permits, approvals, and insurance required under the laws of the Province of British Columbia with regard to its own activity under the Contract.

## 10.0 INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
- iv. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined in Clause 10.

It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

## 11.0 DAMAGE TO EXISTING PROPERTY OR FACILITY

In the event of damage to the Regional District's facility or property arising from actions of the Contractor the procedure will be as follows:

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's facility or property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

## 12.0 WORKSAFEBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons or property at the Site and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work, the Contractor will provide its WorkSafeBC number and will keep current all assessments required by WorkSafeBC in relation to, and for, the duration of the work. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of the work.

### **13.0 INDEMNITY**

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

### **14.0 OWNERSHIP OF TENDERS AND FREEDOM OF INFORMATION**

Tenders will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this ITT. Each tender should clearly identify any information that is considered to be confidential or propriety information. Tenderers are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including tenders, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for tenderers, upon request by a tenderer, subject to the *Freedom of Information and Protection of Privacy Act*.

### **15.0 RIGHTS OF WAIVER**

A waiver, or any breach of provision of this ITT will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

### **16.0 SEVERABILITY**

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void; the validity of the remaining paragraphs hereof will not be affected.

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**ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of ITT CS-17-05, Chain Link Fence Supply and Installation, Bear Lake Community Hall Property.

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

I/We presently intend  to provide  not to provide a Tender.

Please return immediately by mail or by email to:

Meredith Burmaster, Community Services Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8

Email: [mburmaster@rdffg.bc.ca](mailto:mburmaster@rdffg.bc.ca)

## TENDERER CHECKLIST

Before submitting your Tender, check the following points:

- Have you submitted the Acknowledgement Letter?
- Was the mandatory site meeting attended?
- Has the Tender Form been signed and witnessed?
- Has the List of Sub-Contractors been completed?
- Has the Tenderer's Experience in Similar Work been completed?
- Has the Schedule of Prices been completed?
- Has a Start to Completion Workplan been included?
- Are all amendments and/or addenda, if any, included and signed?
- Is the tender submission complete?
- Have you included three (3) complete copies of your tender submission?
- Is the submission enclosed in a **sealed** envelope?
- Are both the tender submission envelope and the courier envelope (if sending by courier) both labelled fully?

**Note: Your tender may be disqualified if ANY of the applicable foregoing points have not been complied with.**

Ensure that the tender is returned in a **sealed** envelope clearly marked on the outside with:

- Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
- INVITATION TO TENDER CS-17-05  
CHAIN LINK FENCE SUPPLY AND INSTALLATION, BEAR LAKE COMMUNITY HALL  
PROPERTY
- Tenderer's name and address

## TENDER FORM

Date: \_\_\_\_\_

Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8

ATTENTION: General Manager of Financial Services

Dear Sir/Madam:

Having carefully examined the Instructions to Tenderers, the Sample Contract, Scope of Work, Maps, subsequent written amendments or addenda (if any), and having satisfied myself/ourselves as to the sufficiency of the tender, the undersigned agrees to furnish all labour, transportation, equipment, materials, supervision and services and to do all work necessary for and reasonably incidental, as specified in accordance with the ITT, to do the work.

I/We agree that in consideration of having my/our tender considered for the Total Contract Price as shown on the Schedule of Prices, the Total Contract Price is open for acceptance for sixty (60) days from the date of the tender opening and will not be withdrawn during that period of time.

It is understood that payment will be made for the work on the basis of the Total Contract Price only and that any approved extras or refunds will be made by mutual agreement between the Regional District and me/us.

I/We agree that the sub-contractor(s) employed will be as listed on the List of Sub-Contractors and further agree that no changes or additions will be made to the list without written approval of the Regional District.

If I am/we are notified in writing of the acceptance of our tender, I/we agree that within seven (7) days from the date of the acceptance notice I/we will enter into a contract for the Total Contract Price. The form of contract will be similar to the sample contract in Appendix A.

I/We agree that the Regional District reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

I/We hereby acknowledge receipt and inclusion of the following addenda to the ITT Documents:

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated: \_\_\_\_\_

Signed and Delivered by:

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Name of Authorized Signatory (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, Province, Postal Code

Signed in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
City, Province, Postal Code

**LIST OF SUB-CONTRACTORS**

The Contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate not applicable on this page if sub-contractors are not required and include it with your tender submission. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor

**TENDERER'S EXPERIENCE IN SIMILAR WORK**

(A minimum of three references)

<b>Year</b>	<b>Work Performed</b>	<b>Reference Contact (name and phone number)</b>	<b>Value</b>



**SCHEDULE OF PRICES**

The Total Contract Price submitted below reflects the full cost, including taxes, for the work as specified in ITT CS-17-05.

Price per metre of fencing:	\$	/metre
_____ metres @ price per metre = Total Project Price:	\$	
Other (please specify):	\$	
_____		
Taxes Payable:	\$	
<b>TOTAL CONTRACT PRICE:</b>	<b>\$</b>	

Are you a GST Registrant?  Yes  No

If YES, Tax Registration Number: \_\_\_\_\_

If NO, please complete the following:

Supplier qualifies as a small supplier under s. 148 of the legislation  Yes  No

WorkSafeBC Registration Number: \_\_\_\_\_

Work Completion Date: \_\_\_\_\_

Authorized Signatory Signature	Name of Tenderer
Name (Please print)	Address
Title	City, Province, Postal Code
Phone Number	Email
Date	

## APPENDIX A – CONTRACT

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:  
155 George Street  
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

**THE CONTRACTOR**

a company duly incorporated under the laws of British Columbia and having a place of business at:

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH that the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
  - (a) Provide all necessary labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for the project entitled "Invitation to Tender CS-17-05 Chain Link Fence Supply and Installation, Bear Lake Community Hall Property", and
  - (b) Commence to actively proceed with the work of the Contract once the Contract has been executed, project to be completed by July 31, 2017.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, \$ to be determined (plus applicable taxes) in Canadian funds, at the times specified in the contract documents.
3. The Invitation and Instructions to Tenderers, Tender Form, List of Sub-Contractors, Tender's Experience in Similar Work, Schedule of Prices, Start to Completion Workplan, any information that the tenderer provides, and all amendments and addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Section 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the Project Manager of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The Contractor at: \_\_\_\_\_  
(Address)

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

7. The Contractor is to coordinate all parts of this Contract as indicated in Appendix B - Scope of Work. Where it is beyond control of the Contractor to meet the completion date as stipulated herein, the Contractor must immediately notify the Regional District in writing. It shall be at the Regional District's sole discretion to extend the completion date or waive any part or clause of this Contract.

IN WITNESS WHEREOF the parties have duly executed this Contract.

SIGNED ON BEHALF OF THE  
**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF  
**THE CONTRACTOR**

DO NOT SIGN SAMPLE ONLY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name and Title) (Please print)

DO NOT SIGN SAMPLE ONLY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name and Title) (Please print)

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## APPENDIX B – SCOPE OF WORK

The Contractor will provide all labour, equipment, transportation, materials, supervision, and services to perform all of the work necessary to install chain link fencing, 1.2 metres high by approximately 550 metres in length (length to be verified by Contractor), and gates as specified in the Scope of Work contained herein. All fencing materials will meet or exceed typical industry standard galvanized chain-link security fencing specifications.

1. The Contractor will be responsible for any final measurements required for the purpose of preparing a bid.
2. The Bear Lake Recreation Association is responsible for removal and disposal of the existing fencing.
3. The Contractor is not responsible for organizing, instructing, or supervising the volunteer labour for the removal or disposal of the existing fencing.
4. The Contractor is responsible for regularly scheduling the cleanup and disposal of all materials and debris generated by their activities during the course of installing the chain link fencing.
5. The Contractor will not interfere with the day-to-day operations of the facility or other work at the facility while completing the work required.
6. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's equipment used or stored at the site.
7. The Contractor will exercise good public relations while fulfilling their responsibilities under the Contract and will ensure that their employees do the same.
8. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the work.
9. The fence will enclose the perimeter of Fields A and B (as shown on Appendix C) and installed as identified by field stakes painted orange and with orange flagging tape.
10. The Contractor may have to remove debris and correct ground undulations along the fence line to obtain a smooth uniform gradient between posts.
11. Clearance between the bottom of the fence and ground surface should be not less than 30 mm or greater than 50 mm.
12. Concrete will be used at all posts in the post holes to anchor the posts. The concrete will be a nominal course aggregate size of 19 mm and 20 MPa - minimum 28 days. The posts will be braced to ensure a plumb and true alignment. Concrete will be extended above ground level and sloped to allow for water to drain away from the post. Do not install fence fabric until posthole concrete has cured.
13. The fence structure will have:
  - i. one (1) 16 ft. gateway, one (1) 8 ft. service gate and one (1) 12 ft. service gate for Field A;
  - ii. one (1) 8 ft. service gate and one (1) 12 ft. service gate for Field B;

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- iii. all gates will have hardware that allows the gates to be locked using a padlock from either side of the installed gate; and
  - iv. the gate frame should be 42 mm nominal outside diameter for outside frame, 35 mm outside diameter pipe for interior bracing, 2.0 mm (0.079 in) wall.
14. All fabric, posts and other material will be of the following specifications and dimensions:
- v. chain link fabric will be 9 gauge, galvanized wire mesh;
  - vi. all posts and rails on fence to be Schedule 40;
  - vii. top Rails: 42 mm nominal outside diameter;
  - viii. end and corner posts: 89 mm nominal outside diameter, Schedule 40;
  - ix. line posts: 60 mm nominal outside diameter, Schedule 40;
  - x. gate posts: 89 mm nominal outside diameter;
  - xi. bottom tension wire: single strand, 6 gauge galvanized steel wire;
  - xii. tie wire fasteners: single strand, 9 gauge aluminum wire;
  - xiii. tension Bar: 4.76 x 19 mm minimum galvanized steel;
  - xiv. tension Bar strands: 3 x 20 mm minimum galvanized steel;
  - xv. fittings and hardware: galvanized steel or malleable or ductile cast iron;
  - xvi. all welds will be electrically welded and hot galvanized dipped or painted with zinc pigmented paint after welding;
  - xvii. caps and overhangs will provide a waterproof fit;
  - xviii. spacing of post centers will be at a maximum of 10 ft. 6 inches;
  - xix. post holes will be minimum 9 inches in diameter, with 36 inch deep line holes and 42 inch deep terminals; and
  - xx. top rails are to be tied a maximum of every 18 inches, with a minimum of six (6) tie wires per line post.

**APPENDIX C – SITE LOCATION**

